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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**  
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11 NANCY J. CARRILLO,

12 Plaintiff,

13 v.

14 TARGET CORPORATION; and DOES  
15 1 to 10,

16 Defendant.  
17

Case No. CV 16-1231-GW(FFMx)  
Hon. George H. Wu

**ORDER RE STIPULATED  
PROTECTIVE ORDER**

[F.R.C.P. 26(a)(1)]

18 IT IS HEREBY ORDERED that, with regard to material disclosed in the  
19 course of the above-captioned lawsuit ("Lawsuit") which constitutes or contains  
20 trade secrets or other confidential research, development or commercial information  
21 of the parties ("Confidential Material"), the following procedures shall govern:

22 1. This Order is meant to encompass all forms of disclosure which may  
23 contain Confidential Material, including all documents, pleadings, motions,  
24 exhibits, declarations, affidavits, deposition transcripts, inspection reports, and all  
25 other tangible items (electronic media, photographs, videocassettes, etc.) For  
26 purposes of this Stipulated Protective Order Confidential Material is specifically  
27 defined as follows:

28 - *Team Member Handbook (Hourly);*

- 1        -        *Team Member Handbook (Executive);*
- 2        -        *Safety Training - New Team Member Orientation DVD;*
- 3        -        *Spill Clean-Up Training Card;*
- 4        -        *Basic Safeness - Managing Guest Incidents;*
- 5        -        *Basic Safeness Sales Floor Guide (Employee);*
- 6        -        *Basic Safeness Sales Floor Guide (Trainer).*

7        2.        The parties may designate any Confidential Material produced or filed  
 8 in this Lawsuit as confidential and subject to the terms of this Order by marking  
 9 such materials ("Confidential"). If any material has multiple pages, this designation  
 10 need only be placed on the first page of such material. Any material designated as  
 11 "Confidential" shall not be disclosed to any person or entity except to the parties,  
 12 counsel for the respective parties, and expert witnesses assisting counsel in this  
 13 Lawsuit, and the Court.

14        3.        Any material designated as confidential pursuant to paragraph 2 above  
 15 shall be used solely for the purposes of this Lawsuit and for no other purpose.

16        4.        Prior to disclosure of any Confidential Material, each person to whom  
 17 disclosure is to be made shall execute a written "Confidentiality Agreement" (in the  
 18 form attached hereto) consenting to be bound by the terms of this Order. The  
 19 parties, counsel for the respective parties (including legal assistants and other  
 20 personnel) and the Court are deemed to be bound by this Order and are not required  
 21 to execute a Confidentiality Agreement.

22        5.        Only counsel of record in this Lawsuit shall be permitted to disseminate  
 23 Confidential Material. Upon dissemination of any Confidential Material, each non-  
 24 designating counsel of record in this Lawsuit shall maintain a written record as to:  
 25 (1) the identity of any person given Confidential Material, and (2) the identity of the  
 26 Confidential Material so disseminated (such as by "Bates stamp" number). Such  
 27 record shall be made available to the designating party upon request.

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1           6.     If additional persons become parties to this Lawsuit, they shall not have  
2 access to any Confidential Material until they execute and file with the Court their  
3 written agreement to be bound by the terms of this Order.

4           7.     In the event that any question is asked at a deposition that calls for the  
5 disclosure of Confidential Material, the witness shall answer such question (unless  
6 otherwise instructed not to do so on grounds of privilege) provided that the only  
7 persons in attendance at the deposition are persons who are qualified to receive such  
8 information pursuant to this Order. Deposition testimony may be designated as  
9 confidential following the testimony having been given provided that: (1) such  
10 testimony is identified and designated on the record at the deposition, or (2) non-  
11 designating counsel is notified of the designation in writing within thirty days after  
12 receipt by the designating party of the respective deposition transcript. All  
13 deposition transcripts in their entirety shall be treated in the interim as  
14 "Confidential" pursuant to paragraph 2 above. When Confidential Material is  
15 incorporated in a deposition transcript, the party designating such information  
16 confidential shall make arrangements with the court reporter not to disclose any  
17 information except in accordance with the terms of this Order.

18           8.     If a deponent refuses to execute a Confidentiality Agreement,  
19 disclosure of Confidential Material during the deposition shall not constitute a  
20 waiver of confidentiality. Under such circumstances, the witness shall sign the  
21 original deposition transcript in the presence of the court reporter and no copy of the  
22 transcript or exhibits shall be given to the deponent.

23           9.     Without written permission from the designating party or a court order  
24 secured after appropriate notice to all interested persons, a party may not file in the  
25 public record in this action any Confidential Material. If any Confidential Material  
26 is to be filed with the Court, such papers shall be accompanied by an application to  
27 file the papers, or the confidential or attorney's eyes only portions thereof, under  
28 seal. The application must show good cause for the under seal filing. The

1 application shall be directed to the appropriate judicial officer. Pending the ruling  
2 on the application, the papers or portions thereof subject to the sealing application  
3 shall be lodged under seal. A party that seeks to file under seal any Confidential  
4 Material must comply with Local Rule 79-5 and this Court's published procedures  
5 requiring an application to the Court for an order to seal documents.

6 10. If a non-designating party is served with a subpoena or a court order  
7 issued in other litigation that compels disclosure of any Confidential Material that  
8 party must:

9 a. promptly notify in writing the designating party. Such notification  
10 shall include a copy of the subpoena or court order;

11 b. promptly notify in writing the party who caused the subpoena or order  
12 to issue in the other litigation that some or all of the material covered by the  
13 subpoena or order is subject to this Protective Order. Such notification shall include  
14 a copy of this Protective Order; and

15 c. cooperate with respect to all reasonable procedures sought to be  
16 pursued by the designating party whose Confidential Material may be affected.

17 If the designating party timely seeks a protective order, the party served with  
18 the subpoena or court order shall not produce any information designated in this  
19 action as "Confidential" before a determination by the court from which the  
20 subpoena or order issued, unless the party has obtained the designating party's  
21 permission. The designating party shall bear the burden and expense of seeking  
22 protection in that court of its Confidential Material and nothing in these provisions  
23 should be construed as authorizing or encouraging a non-designating party in this  
24 Action to disobey a lawful directive from another court.

25 11. If a party believes that any Confidential Material does not contain  
26 confidential information, it may contest the applicability of this Order to such  
27 information by notifying the designating party's counsel in writing and identifying  
28 the information contested. The parties shall have thirty days after such notice to

1 meet and confer and attempt to resolve the issue. If the dispute is not resolved  
2 within such period, the party seeking the protection shall have thirty days in which  
3 to make a motion for a protective order with respect to contested information. Any  
4 such motion must comply with Local Rule 37. Information that is subject to a  
5 dispute as to whether it is properly designated shall be treated as designated in  
6 accordance with the provisions of this Order until the Court issues a ruling.

7 12. Inadvertent failure to designate any material "Confidential" shall not  
8 constitute a waiver of an otherwise valid claim of confidentiality pursuant to this  
9 Order, so long as a claim of confidentiality is asserted within fifteen days after  
10 discovery of the inadvertent failure. At such time, arrangements shall be made by  
11 the parties to designate the material "Confidential" in accordance with this Order.

12 13. This Order shall be without prejudice to the right of any party to oppose  
13 production of any information or object to its admissibility into evidence.

14 14. When any counsel of record in this Lawsuit or any attorney who has  
15 executed a Confidentiality Agreement becomes aware of any violation of this Order,  
16 or of facts constituting good cause to believe that a violation of this Order may have  
17 occurred, such attorney shall report that there may have been a violation of this  
18 Order to the Court and all counsel of record.

19 15. Within thirty days after the termination of this Lawsuit (whether by  
20 dismissal of final judgment), all Confidential Material (including all copies) shall be  
21 returned to counsel for the designating party. In addition, counsel returning such  
22 material shall execute an affidavit verifying that all Confidential Material produced  
23 to such counsel and any subsequently made copies are being returned in their  
24 entirety pursuant to the terms of this Order. Such a representation fully  
25 contemplates that returning counsel has: (1) contacted all persons to whom that  
26 counsel disseminated Confidential Material, and (2) confirmed that all such material  
27 has been returned to disseminating counsel.

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16. After the termination of this Lawsuit, the provisions of this Order shall continue to be binding and this Court shall retain jurisdiction over the parties and any other person who has access to documents and information produced pursuant to this Order for the sole purpose of enforcement of its provisions.

DATED: June 9, 2016